

2017 CITY OF BLOOMINGTON COMMUNITY GARDENING PROGRAM GARDENER CONTRACT

In consideration for the privilege to participate in the 2017 City of Bloomington Parks and Recreation's Community Gardening Program ("CGP") at the Willie Streeter Community Gardens at Winslow Woods (2120 S. Highland Ave.) or Butler Park Community Gardens (812 W. 9th St.), the undersigned Gardener(s) ("Gardener") agree(s) to the following:

1. ADMINISTRATION

The CGP is administered by the Parks and Recreation Department of the City of Bloomington. The CGP follows the requirements in this contract, the CGP Registration Form, the Organic Guidelines and the Garden Maps. CGP staff, the manager and supervisor, oversee the development and operation of the CGP and have authority to assign garden plots, settle disputes and disqualify gardeners for violations of regulations.

2. REGISTRATION

Returning gardeners in good standing from last season are invited to apply between January 16 and February 17, 2017 for the rental of the same plots they gardened in 2016. Beginning February 21, 2017, new gardeners and returning gardeners in good standing who wish to apply for the rental of plots other than those they rented in 2016 may register for garden plots on a first-come, first-served basis.

Approval of any new gardener who wishes to rent more than one plot or a Season Extension Plot is subject to review by the CGP Manager. Final permission will be granted or denied based on, but not limited to, the gardener's gardening knowledge and experience.

At Butler Park Gardens up to two in-ground garden plot rentals or one raised bed plot rental per gardener will be considered prior to May 1, 2017. At Willie Streeter Gardens, gardeners may elect to rent up to 400 sq. ft. in plots (two large, 1 large and two small, or four small plots). After May 1, 2017 additional plots may be rented, based on staff approval and availability.

3. CONTACT INFORMATION AND COMMUNICATION

CGP Staff - CGP staff will be available to assist gardeners at communitygardens@bloomington.in.gov, (812) 349-3704, or at the regularly scheduled, weekly work days (Garden Hours) coordinated by CGP staff throughout the garden season. A Garden Hour schedule will be sent to gardeners and posted at each garden by opening day. The Garden Beet, the newsletter of the CGP, is published as needed by CGP staff and keeps gardeners informed on issues, ideas and events important to gardening with the CGP.

Gardeners - E-mail will be the primary method of communication with gardeners, including: sending the Garden Beet and communicating important information about gardeners' plots and gardeners' compliance with the CGP Contract. Gardeners preferring an alternative method of communication for primary contact must indicate this on CGP Registration Form. After the registration period, gardeners may make this request in writing to CGP staff. Notification of change of address, e-mail or telephone number must be given to Parks and Recreation by e-mailing or calling CGP staff or stopping in the main office at 401 N. Morton St., Ste. 250, within one week of making such a change.

4. RENTAL FEES

Garden plot rental fees reserve garden plot(s), as named on the Registration Form, for the current season only and are used to offset direct costs of the CGP. No refunds on garden plots will be given unless the space can be assigned to another gardener. No refunds on abandoned garden plots will be given. Any refunds will be subject to a \$10 fee to cover administrative costs.

5. MAINTENANCE FEES

Gardeners renting plots that are unmaintained (per section 8 below regarding maintenance) or not fully prepared for winter at the end of the CGP season (see section 6 below regarding the gardening season) may be charged a

maintenance fee (\$60-\$120 for each large garden plot and \$30-\$60 for each small garden plot and raised bed) billed to the primary gardener (as listed on CGP Registration Form). Gardeners who do not fully prepare their plots for winter at the end of the season may not renew those plots in 2017 until on or after April 1, 2017.

6. GARDENING SEASON

The 2017 CGP season is April 15 through October 31, 2017. The gardens will open on April 15, 2017, weather permitting (gardeners will be notified via e-mail and signs posted at the gardens before April 15, 2017 if the opening is delayed). Gardeners may not begin any preparation or planting in their plot(s) before the opening of the season, with the exception of gardeners in Season Extension Plots (see section 7 below on Season Extension plots).

All regular (non-Season Extension) plots will be tilled and plot locations and pathways will be marked by CGP staff prior to the opening of the season. A map will be posted at each garden and all garden plot numbers will be marked on a wooden stake located in each plot and raised bed. ***Gardeners must be certain they have located the correct plot(s) before beginning any preparation or planting.***

Gardeners are responsible for maintaining their plot(s) as soon as the gardens are open for the season or immediately when they start renting, if after the opening of the season. By Memorial Day, May 30, 2017, there should be marked progress toward a productive garden. This progress should include: at least half the plot under cultivation; plants established and cared for; path maintenance is carried out; weeds are being managed. Harvesting must be completed and plots must be cleared of all materials (i.e. plant material, stakes, cages, twine, wire, landscaping fabric, newspaper, plastic, etc.) and planted with a cover crop or mulched with straw, leaves or other materials by 5 p.m. on October 31, 2017 with the exception of Season Extension Plots (see section 7 below on the Season Extension plot requirements). Gardeners in regular season plots may request the special permission of the Garden Manager to continue to garden in their plots until late November. Such permission must be requested prior to October 1, 2017. Approval will be granted on a case by case basis.

7. SEASON EXTENSION PLOTS

Certain plots at the Willie Streeter Gardens (all plots in rows A and B, C6-12, D12, E12, F13, G13, H13, I13, J13, K12, K13, L12, L13, M12, N12, all plots in rows EE, FF, GG, HH, II, JJ, KK or other plots as determined by CGP staff) and all plots at the Butler Park Gardens are designated Season Extension Plots, allowing renting gardeners the option of year-round utilization of their plots.

Approval of any new gardener who wishes to rent a Season Extension Plot is subject to review by the Garden Manager. Approval may be granted or denied based on, but not limited to, the gardener's gardening knowledge, experience, interest and ability to utilize a garden plot year round. All returning gardeners must be in good standing to be allowed to rent a Season Extension Plot(s) in the new season.

All terms of this contract apply to Season Extension Plots and the following additional requirements must be met as well: 1) Season Extension gardeners must demonstrate their preparedness for the colder season by having their plots mulched or cover cropped and maintained (see section 8 below on maintenance) and in full compliance with this Contract by October 31, 2017 if they wish to continue using their plot during the 'off season,' defined as the period November 1, 2017-April 14, 2018 or upon the plot(s) being rented by another gardener during the new gardener registration period beginning February 16, 2017; and, 2) Gardeners may maintain perennial plants and utilize trellises or other hardscaping materials year round so long as they meet all the requirements of section 10 below regarding tools, trellising and other materials; and, 3) If a gardener is using a Season Extension plot for use during the regular season only, their plots must be put to bed by October 31, 2017, the end of the regular season (see section 9 regarding Turning In Garden Plots).

Gardeners who do not meet the Season Extension Plot requirements listed above in a given year, will not be allowed to rent a Season Extension Plot the following season. If they have met all other terms of this contract, they may rent a single non-Season Extension Plot during the new gardener registration period.

Season Extension Plots are by design no-till plots. However, CGP staff reserve the right, at their sole discretion, to till Season Extension Plots, when they are not being rented to a gardener, if tillage best serves the overall goals of the CGP.

8. MAINTENANCE

Garden Plots and Pathways - Gardeners must consistently maintain their plot(s) throughout the garden season. Regular maintenance includes: regular weeding, harvesting ripe produce and removing all dead or diseased plants. Gardeners are also responsible for maintaining (weeding, mulching, and keeping traversable) the woodchip paths adjacent to their plot(s). All paths (wood chips or grass) must be kept free of overgrowing plants, gardening supplies and equipment. CGP staff will provide wood chips for path maintenance. Gardeners must make arrangements for weeding, watering, and harvesting in their absence.

9. GARDEN PLOT UTILIZATION

Gardeners unable to utilize or maintain their plot(s) and paths in the way described above, must contact CGP staff immediately. If contacted, CGP staff may be able to find a temporary solution until a gardener is able to continue maintaining his/her plot(s) and paths.

Turning In Garden Plots - Gardeners can turn in their plot(s) to CGP staff at any time. Plots must be turned in within two weeks of the cessation of gardening activities. If a gardener sufficiently maintains/clears, and cover crops or mulches their plot(s) such that CGP staff does not need to do anything to the plot for the rest of the season, the gardener may renew the same plot the following year. Gardeners must notify the CGP staff when turning in their plots any time prior to the end of the season, October 31.

Any gardener leaving a plot early resulting in CGP staff having to care for it in any way, may be charged a maintenance fee (see section 5 above regarding maintenance fees), billed to the primary gardener. Additionally, in the following year s/he may not rent a plot during the returning gardener registration period, but may apply to rent an available plot until April 1.

Unmaintained Plots - The garden supervisor will contact gardeners renting unmaintained plots and those gardeners will be given two weeks to comply with all CGP Contract requirements. If the gardener does not comply by the end of this two-week period, s/he will give up the privilege to participate in the CGP for the remainder of the 2016 season and the primary gardener will be charged a maintenance fee (see section 5 above regarding maintenance fees). Additionally, any participating gardener who gives up his/her privilege to participate in the CGP under these circumstances may not rent a plot in the following year until April 1, presuming plots remain open at that time.

Extenuating Circumstances - Gardeners may request an exception to the above rules for extenuating circumstances. Exceptions will be granted at CGP staffs' sole discretion.

10. TOOLS, TRELLISING AND OTHER MATERIALS

Gardeners are permitted to store tools, watering cans, or other materials they use in the regular maintenance of their plot(s) during the regular gardening season, so long as they are stored within the boundaries of their plot(s). All items must be stored in a way that does not collect water for a period of time long enough to provide a habitat for mosquitoes.

CGP tools will be available for gardeners to use on a first-come, first-served basis during Garden Hours (see section 3 above for information on Garden Hours). Gardeners must clean and return tools to the storage shed in an orderly manner after use.

Soil amendments, trellising, stakes, cages and other hardscaping materials are permitted for use during the CGP season, as long as the items are kept within the boundaries of that gardeners plot(s) and are utilized within two weeks of being placed in those plot(s). Tomato cages and other staking in good condition may be neatly stacked near the CGP storage shed, at either garden, for interested gardeners to take on a first-come, first-served basis. Carpet may not be used as a weed barrier, or for any purpose, in either garden.

11. COMPOST

Non-woody plant material from garden plots must be composted in the bins provided at each garden. Signs will be posted indicating into which bins materials should be placed. Gardeners must not place any materials in the wooded areas at either garden.

12. WATERING/HOSES

Water spigots are located at each garden site. When using hoses, gardeners must be careful not to damage other garden plots and when finished watering untangle and neatly coil hose on the hose hanger next to spigot.

13. GATES/FENCING

Gardeners must close and latch the gates when entering and exiting the garden areas. Gardeners are not permitted to fence individual plots or blocks of plots.

14. ORGANIC GUIDELINES

While all gardeners are encouraged and have the choice to utilize organic gardening methods, renters of plots designated organic must follow the organic guidelines provided by Bloomington Parks & Recreation.

15. RESTRICTED AND PROHIBITED PLANTS

Since 2015, new plantings of cane fruit (raspberries, blackberries, etc.), grapevines, fruit trees, and other woody perennials were disallowed. Any plots with these species planted in 2014 or prior years, provided the primary gardener remains the same, will be allowed to have these plants if they are maintained and within the bounds of the plot. Also, invasive plants including, but not limited to, *Artemisia vulgaris*, wandering mint species, comfrey, and any plant that multiplies in such a way (by seed, rhizome, etc.) as to overtake the plot/soil as a nuisance specimen will not be allowed. The CGP staff will, at their discretion, determine if plants are invasive, or otherwise prohibited by the State of Indiana, and therefore not appropriate for culture in a community gardening setting.

16. TRASH

Gardeners must remove any trash they generate, including empty plant pots and trays, from the garden area and dispose of it properly.

17. PETS

Pets are not allowed at any garden sites due to food safety concerns and as a courtesy to other gardeners.

18. VEHICLES AND PARKING

All vehicular traffic and parking is restricted to the parking lots and paved roads at each garden site.

19. THEFT AND DAMAGE

Gardeners should report any vandalism, theft or suspicious behavior or activity in the garden areas to CGP staff immediately. Gardeners are not permitted to remove anything from plots not rented by them without the permission from the renting gardener. The City of Bloomington Parks and Recreation Department and the CGP manager and supervisor, acting on behalf of the City, are not responsible for any damage to garden spaces, theft of produce or personal belongings in the vicinity of the gardens or elsewhere.

20. LIABILITY AND INDEMNIFICATION

The undersigned is an adult Program Participant, or is the parent or legal guardian of a Program Participant. The undersigned hereby states that s/he understands the activities that will take place in this program, and that the Program Participant is physically and mentally able to participate in this program. The undersigned recognizes, as with any activity, there is risk of injury. In the event that the Program Participant sustains an injury in the course of the program, and the City of Bloomington Parks and Recreation Department is unable to contact the appropriate person(s) to obtain consent for treatment, the City of Bloomington Parks and Recreation Department and/or its employees or volunteers are authorized to take reasonable steps to obtain appropriate medical treatment. The Program Participant and/or his/her parent or legal guardian shall be responsible for the cost of such treatment. The undersigned agrees to release, hold harmless, indemnify and defend the City of Bloomington, the Bloomington Parks and Recreation Department, its employees, agents, and assigns, from any claims including, but not limited to, personal injuries or damage to property caused by or having any relation to the activities covered by this contract, even if arising from the negligence of releasees. It is understood that this release applies to any present or future injuries and that it binds the undersigned, undersigned's spouse, heirs, executors and administrators. The Program Participant may be photographed and videotaped while participating in Parks and Recreation activities, and consent is given for the reproduction of such photos or videos for advertising and publicity.

Garden and Plot #(s) _____

I, the undersigned, have read the City of Bloomington Parks and Recreation’s Community Gardening Program Gardener Contract and understand all of its terms. I agree with its terms and sign it voluntarily.

Primary Gardener, Printed Name	Primary Gardener, Signature	Date
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Additional Gardener, Printed Name	Additional Gardener, Signature	Date
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Additional Gardener, Printed Name	Additional Gardener, Signature	Date
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Additional Gardener, Printed Name	Additional Gardener, Signature	Date
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Parent or Guardian, Printed Name If gardener is age 17 or younger	Parent or Guardian, Signature	Date
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